ST PAUL TRAVELERS

# AFFIDAVIT, RELEASE AND ASSIGNMENT

APR 2 2 2008

HUNT VALLEY BOND CLAIM IN CONSIDERATION and upon receipt of the payment of Eight Thousand Fifty-Three Dollars and Fifty-Five Cents (\$8,053.55) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract;

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Prj. Foundation & Civil Work, WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date:

Mather Flare Rental, Inc.

This document must be executed before a Notary Public and include the attached Notary

Acknowledgment.

**EXHIBIT** 

	OPTIONAL SECTION -
State of KANSAS	CAPACITY CLAIMED BY SIGNER
State of KANSAS  County of Shaunte  On 18 before me, SUZAWE LOED NOTARY PUBLICATION NOTARY PUBLICATION OF ANY PUBLICATION OF AN	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
personally appeared	, ☐ INDIVIDUAL
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged	THUE(S)
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),	PARTNER(S) LIMITED  GENERAL  ATTORNEY-IN-FACT
or the entity upon behalf of which the person(s) acted, executed the instrument.  SuZane Reed  Notary Public State of Kansas  Or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official services and official services are supported by the control of the entity upon behalf of which the person(s) acted.	TRUSTEE(S)  GUARDIAN/CONSERVATOR
16: April Expires 5.15.108 Sul Land Signature of Notary	OTHER:
OPTIONA	AL SECTION
THIS CERTIFICATE MUST BE ATTACHED TO	TIFLE OR TYPE OF DOCUMENT
THE DOCUMENT DESCRIBED AT RIGHT:	NUMBER OF PAGES DATE OF DOCUMENT
Though the data requested here is not required by law,	SIGNER(S) OTHER THAN NAMED ABOVE

IN CONSIDERATION and upon receipt of the payment of One Hundred Eighty-Seven Thousand Eight Dollars and Twelve Cents (\$187,008.12) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Prj. Foundation & Civil Work, WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract. material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4-24-08

Hertz Equipment Rental Corp.

This document must be executed before a Notary Public and include the attached Notary

Acknowledgment.

	OPTIONAL SECTION
State of OKLANONIA  County of OKLANONIA	CAPACITY CLAIMED BY SIGNER
County of CKLANONA  On a 414 terre me, KANICK MC VAY  DATE  NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
neconally ennegred	. INDIVIDUAL
NAME(S) OF SIGNER(S)	
personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are	CORPORATE OFFICER(S)
subscribed to the within	TITLE(\$)
instrument and acknowledged to me that he/she/they executed the same in his/her/their	PARTNER(S) LIMITED
authorized capacity(ies), and	☐ GENERAL
that by his/her/their signature(s)	
on the instrument the person(s),	ATTORNEY-IN-FACT
or the entity upon behalf of which the person(s) acted, executed the instrument.	TRUSTEE(S)
may/S market and a control of the co	☐ GUARDIAN/CONSERVATOR
SAMMIE J. DAVIS WITNESS my hand and official seal.	OTHER:
Hotary Public Hotary State of Okiahorna State of Okiahorna Olivers 09104MM Minuse N Walli	,
State of Okiahoma	·
Commission	
OPTIONAL	SECTION
THIS CERTIFICATE MUST BE ATTACHED TO	TLE OR TYPE OF DOCUMENT
THE DOCUMENT DESCRIBED AT RIGHT:	UMBER OF PAGES DATE OF DOCUMENT
Though the data requested here is not required by law, It could prove in fraudulent restractment of this form.	GNER(S) OTHER THAN NAMED ABOVE

IN CONSIDERATION and upon receipt of the payment of Two Hundred Eighty Thousand Seven Hundred Nineteen Dollars and Eighty-Five Cents (\$280,719.85) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligee: Westar Energy

Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Pri,

Foundation & Civil Work, WE Cont#649360

Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

This Affidavit, Release and Assignment relates only to work completed by Midwest Concrete Materials under its contract with Young Construction & Paving, LLC. Midwest Concrete Materials is entitled to additional compensation for work completed on this Project at the Jeffrey Energy Center for Westar Energy or for any other entity other than Young Construction & Paving, LLC. By signing this Affidavit, Release and Assignment, Midwest Concrete Materials is not releasing any rights it has to receive such additional compensation for such past and future work on the Project that is not pursuant to its contract with Young Construction & Paving, LLC. Further, Midwest Concrete Materials agrees that it will not look for coverage under the bond for work performed on the Jeffrey Energy Center Project for Westar Energy or any other entity. By making payment to Midwest Concrete Materials as provided in this Affidavit, the Surety agrees with the terms and conditions of this Affidavit, Release and Assignment.

Date: March 18, 2008 Midwest Concrete Materials

Robert H. Eichman, Secretary-Treasurer

«AutodocLetterStates» Page 1 of 2

	OPTIONAL SECTION
	CAPACITY CLAIMED BY SIGNER
State of Kansas	
County of Riley	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
On March 18, 2008 before me, Jaime S. Goforth, Notary DATE NAME, TITLE OF OFFICER - E.	Public 2.G. jane doe, notary public
personally appeared Robert H. Eichman, NAME(S) OF SIGNER	is(s)
personally known to me -OR- proved to me or satisfactory evid	idence to be the
person(s) whose subscribed to the	
instrument and	acknowledged
to me that he/sp the same in his/	he/they executed PARTNER(S) LIMITED
authorized capa	acity(ies), and GENERAL
on the instrume	their signature(s) ent the person(s), ATTORNEY-IN-FACT
or the entity up: which the perso executed the ins	on(s) acted, TRUSTEE(S)
	GUARDIAN/CONSERVATOR
MIME GOLOKIU	hand and official seal.  OTHER:
Notary Public	a Carlos to
State of Kansas	I CONSECT
pointment expires: 18 8 10	
-	
	OPTIONAL SECTION
	Of HOME DECIFOR
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THE DOCUMENT DESCRIBED AT RIGHT;	NUMBER OF PAGESDATE OF DOCUMENT
Though the data requested here is not required by law, it goods prevent franktions restastiment of this form.	SIGNER(S) OTHER THAN NAMED ABOVE

IN CONSIDERATION and upon receipt of the payment of Fifty-One Thousand Five Hundred Fifty-Seven Dollars and Ninety-Three Cents (\$51,557.93) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Prj, Foundation & Civil Work, WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

Undersigned agrees that said discharge shall include recording a Partial Satisfaction of Lien and/or Partial Release of Lien (Kan. Stat. Ann. § 60-1103), as filed in the same Clerk's/Register's Office that the lien was filed. Undersigned agrees that this release is not effective until payment from the Surety has been received by Downey Consulting, Inc. Undersigned further agrees that said payment is to be held in trust until Downey Consulting, Inc. has filed an appropriate Partial Satisfaction of Lien and/or Partial Release of Lien with the Clerk's/Register's Office within seven (7) day upon receipt of the payment to discharge and remove that part of the lien referenced in the Partial Satisfaction of Lien and for which they are receiving payment from the Surety on the project known as: Jeffrey Energy Center, FGD Rebuild, Westar Contract #649360, Emmett Road, St. Mary's, KS 66536.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: / 114408

Downey Consulting, Inc.

Its:

	OI I COME SECTION
State of Nebranka	CAPACITY CLAIMED BY SIGNER
County of	
personally appeared MICHAE DIMOY NAME(S) OF SIGNER(S)	, ☐ £NDIVIDUAL
personally known to me -OR- proved to me on the basis of satisfactory evidence to be the	☐ CORPORATE OFFICER(S)
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)	PARTNER(S) LIMITED  GENERAL
on the instrument the person(s), or the entity upon behalf of	☐ ATTORNEY-IN-FACT
which the person(s) acted, executed the instrument.	☐ TRUSTEE(S)
WITNESS my hand and official sea	GUARDIAN/CONSERVATOR
GENERAL NOTARY - State of Nebraska  JENNIFEH WACHA  My Corner, Exp. Ccl. 8, 2008	OTHER:
OPTIONA	L SECTION
THIS CERTIFICATE MUST BE ATTACHED TO	TITLE OR TYPE OF DOCUMENT
THE DOCUMENT DESCRIBED AT RIGHT:	NUMBER OF PAGES DATE OF DOCUMENT
Though the data requested liers is not required by law, it could prevent thundstent reattachment of this form.	SIGNER(S) OTHER THAN NAMED ABOVE

No. 0329 P. 4

#### AFFIDAVIT, RELEASE AND ASSIGNMENT

IN CONSIDERATION and upon receipt of the payment of Thirty-Three Thousand Four Hundred Twenty-Two Dollars and Seventy-Eight Cents (\$33,422.78) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Wester Energy

Description of Contract:

Jeffrey Energy Center, Fine Gas Desulfurization (FGD)

Rebuild Prj, Foundation & Civil Work, WE

Cont#649360

Bond No .:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

Undersigned agrees that said discharge shall include recording a Satisfaction of Lien and/or Release of Lien and removal of the present Subcontractor's Lien (Kan. Stat. Ann. § 60-1103), File Number 82181-8-1, as filed in the same Clerk's/Register's Office that the lien was filed. Undersigned agrees that this release is not effective until payment from the Surety has been received by Ambassador Steel Fabrication. Undersigned further agrees that said payment is to be held in trust until Ambassador Steel Fabrication has filed an appropriate Satisfaction of Lien and/or Release of Lien with the Clerk's/Register's Office within seven (7) day upon receipt of the payment to discharge and remove the lien from the project known as: Jeffrey Energy Center, FGD Rebuild, Wester Contract #649360, Emmett Road, St. Mary's, KS 66536.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above

Fe5. 28. 2008 3:56PM

No. 0329 P. 5

agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

	March 4,	2008	
Date:			Ambassador Steel Fabrication

By: Shelf Mary Shultz

Feb. 28. 2008 3:56PM

No. 0329 P. 6

	OPTIONAL SECTION
State of Indiana	CAPACITY CLAIMED BY SIGNER
County of DeKalb  On 3/4/08 Nadine Schmidt	Though statute does not require the Natacy to fill in the data below, doing so may prove invaluable to persons relying as the document.
DATE  NAME TITLE OF OFFICER - E.G. JANE DOS. NOTARY PUB  personally appeared Mary Shultz  NAME(5) OF SIGNER(5)  groved to me on the basis of  satisfactory evidence to be the  person(s) whose name(5) is/are  subscribed to the within	DIC INDIVIDUAL  CORPORATE OFFICER(S)
instrument and anknowledged to no that he/she/they excepted the same in his/her/their authorized capacity(ics), and that by his/her/their signature(s)	partner(s) [] limited [] general.
on the instrument the person(s), or the entity upon behalf of which the person(s) seted, executed the instrument.	ATTORNEY-IN-FACT  TRUSTEE(S)  GUARDIAN/CONSERVATOR
WITNESS my hand and official see	OTHER:
OPTIONA	AL SECTION
THIS CERTIFICATE MUST BE ATTACHED TO	TITLE OR TYPE OF DOCUMENT
THE DOCUMENT DESCRIBED AT RIGHT:	NUMBER OF PAGES DATE OF DOCUMENT
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APR 2 4 2008

### AFFIDAVIT, RELEASE AND ASSIGNMENT

HUI ....EY BOND CLAIM

IN CONSIDERATION and upon receipt of the payment of Nineteen Thousand Eight Hundred Five Dollars and Fifty-Three Cents (\$19,805.53) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Filed 07/25/2008

Rebuild Prj. Foundation & Civil Work, WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand. receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract. material supply contract or purchase order having been fully complied with by the undersigned.

DL Smith Electrical Construction, Inc.

	OPTIONAL SECTION
State of Kansas	CAPACITY CLAIMED BY SIGNER
County of Strainer Cofficer and Autory Public DATE DOE NOTARY BUBLIC	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
personally appeared 5hown + Smith	☐ INDIVIDUAL
personally known to me-OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official scal.	CORPORATE OFFICER(S)  TIFLESS  PARTNER(S)
OPTIONAL SEC	rion
THIS CERTIFICATE MUST BE ATTACHED TO TITLE OR	TYPE OF DOCUMENT
THE DOCUMENT DESCRIBED AT RIGHT: NUMBER	OF PAGESDATE OF DOCUMENT
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TRAVELERS BOND & FINANCIAL PRODUCTS

MAY 01 2008

#### AFFIDAVIT, RELEASE AND ASSIGNMENT

HUNT VALLEY BOND CLAIM

IN CONSIDERATION and upon receipt of the payment of Thirty-Eight Thousand Four Hundred Sixty-Six Dollars and Twenty-Five Cents (\$38,466.25) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligee: Westar Energy

Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Prj, Foundation & Civil Work, WE

Cont#649360

Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 04-24-08 Bettis Asphalt & Construction

By: PRESZDENT

	OPTIONAL SECTION	
State of Karsas  County of Shawrel  On LICH BETTS, President	CAPACITY CLAIMED BY SIGNER  Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.	
DATE NAME, TITLE OF OFFICER - R.G. JANE DOE, NOTARY PUBLIC personally appeared ERIC H BETT IS  NAME(S) OF SIGNER(S)	☐ INDIVIDUAL	
personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official seal.  Kathleen A. Bahner NOTARY FUBLIC State of Kansas  NY APPT. Expiness 5-22-08	CORPORATE OFFICER(S)  TITLES)  PARTNER(S) LIMITED  GENERAL  ATTORNEY-IN-FACT  TRUSTEE(S)  GUARDIAN/CONSERVATOR  OTHER:	
OPTIONAL SECT	TION	
THIS CERTIFICATE MUST BE ATTACHED TO TITLE OR	TYPE OF DOCUMENT	
THE DOCUMENT DESCRIBED AT RIGHT: NUMBER	OF PAGES DATE OF DOCUMENT	

SIGNER(S) OTHER THAN NAMED ABOVE\_\_\_\_\_

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form,

IN CONSIDERATION and upon receipt of the payment of Five Thousand Eight Hundred Twelve Dollars and Sixty-Nine Cents (\$5,812.69) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Pri. Foundation & Civil Work, WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date:  $\frac{2/28/68}{}$ 

Salisbury Supply Co., Inc.

	OPTIONAL SECTION
State of KANSAS	CAPACITY CLAIMED BY SIGNER
County of SHAWNEE  On 128/08 before me, VIRGINIA M. BOOS NUTARY PUBLIC  NAME TITLE OF OFFICER - EG. JANE DOE NOTARY PUBLIC	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
personally appeared TIGHE W. LARUE. NAME(S) OF SIGNER(S)	_ INDIVIDUAL
personally known to me -OR- proved to me on the basis of satisfactory evidence to be the	☐ CORPORATE OFFICER(S)
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed	PARTNER(S)   LIMITED
the same in his/her/their authorized capacity(ies), and	☐ GENERAL
that by his/het/their signature(s) on the instrument the person(s), or the entity upon behalf of	ATTORNEY-IN-FACT
which the person(s) acted, executed the instrument,	TRUSTEE(S)  GUARDIAN/CONSERVATOR
WITNESS my hand and official seal.  A VIRGINIA M. BOOS  Separate of Notary Public - State of Kansas  My Appt. Expires  Comm. Eup. 10/05	OTHER:
OPTIONAL S	SECTION
THIS CERTIFICATE MUST BE ATTACHED TO TITLE	LE OR TYPE OF DOCUMENT
THE DOCUMENT DESCRIBED AT RIGHT: NUM	MBER OF PAGES DATE OF DOCUMENT
Though the data requested here is not required by law, it pould prevent fraudulent reattachment of this form.	NER(S) OTHER THAN NAMED ABOVE

IN CONSIDERATION and upon receipt of the payment of Twenty-Three Thousand Nine Hundred Twenty-Two Dollars and Thirty-Four Cents (\$23,922.34) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Prj, Foundation & Civil Work, WE

Cont#649360

Bond No .:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 3-14-08

Brundage-Bone Concrete Pumping

This document must be executed before a Notary Public and include the attached Notary

Acknowledgment.

TRAVELERS BOND & FINANCIAL PRODUCTS

MAR 0 3 2008

#### AFFIDAVIT, RELEASE AND ASSIGNMENT

HUNT VALLEY SOND CLAIM

IN CONSIDERATION and upon receipt of the payment of Eighteen Thousand Four Hundred Thirty-Two Dollars and Forty-Three Cents (\$18,432.43) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Prj, Foundation & Civil Work, WE

Cont#649360

Bond No .:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 2-28-08

N.R. Hamm Contractor, Inc.

By: C. Seed Anders

	UPITONAL SECTION
1/	CAPACITY CLAIMED BY SIGNER
County of Jefferson  Onder 100 Deference, Patricia Mouse Date NAME, TITLE OF OFFICER- E.G. JANE DOE, NOTARY POPERSONALLY APPEARANCES OF SIGNERISS	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official  OPTION  OPTION	ATTORNEY-IN-FACT  TRUSTEE(S)  GUARDIAN/CONSERVATOR  OTHER:  RSE Kansas
THIS CERTIFICATE MUST BE ATTACHED TO	TITLE OR TYPE OF DOCUMENT
THE DOCUMENT DESCRIBED AT RIGHT:	NUMBER OF PAGES DATE OF DOCUMENT
Though the data frequested here is not required by law; it could prevent frandulent reattachment of this form.	SIGNER(S) OTHER THAN NAMED ABOVE

Case 3:08-cv-50008

#### AFFIDAVIT, RELEASE AND ASSIGNMENT

IN CONSIDERATION and upon receipt of the payment of Forty-Five Thousand Three Hundred Thirty-Five Dollars and Sixty Cents (\$45,335.60) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Pri. Foundation & Civil Work, WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 06.18.08

Geedecke Company

Raiph H. Wagner - Notary Public Notary Seal, State of This document must be executed before a Notary Public and include the attached Notary

Missouri - St. Charles County A knowledgment.

Commission #05460377
My Commission Expires 9/7/2009

Robert Hatty
Credit Manager
314,286,3405
bhatty@ylgoedecke.com

Jun. 18. 2008 1:1179

No. 0529 P. 3

	OPTIONAL SECTION
State of MISSOURI	CAPACITY CLAIMED BY SIGNER
COUNTY OF ST. LUUIS  ON STATE BEFORE ME, RUBERT HATEL, CREDIT MANAGE  NAME, DURE OF OFFICER - RESTANDED FOR NOTARY FUBLICE	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to personal relying on the document.
personalty appeared	, DINDIVIDUAL
personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose parac(s) islare	CORPORATE OFFICER(S)
Substituted to the within	TITLE(S)
inth untrut and acknowledged to me that he/she/they executed the same in his/her/their	☐ PARINER(S) ☐ LIMITED
authorized capacity(ies), and	☐ GENERAL
Raiph H. Wagner - Notary Public on the instrument the person(s), Notary Seal, State of or to county upon behalf of	ATTORNEY-IN-FACT
Missouri - St. Charles County Commission #05460377 My Commission Expires 9/7/2009  My Commission Expires 9/7/2009  My Commission Expires 9/7/2009	☐ TRUSTEE(S)
MY Compression Laplace WITNESS my hand and official seal.	GUARDIAN/CONSERVATOR
Wilhess my hand and official scal	OTHER: CREDIT MANAGER
`	
OPTIONAL SE	CCTION
THIS CERTIFICATE MUST BE ATTACHED TO TITLE	OR TYPE OF DOCUMENT
THE DOCUMENT DESCRIBED AT RIGHT: NUMBER OF THE DOCUMENT DESCRIBED AT RIGHT:	PER OF PAGES DATE OF DOCUMENT
Though the data requires at him is not required by how.	R(S) OTHER THAN NAMED ABOVE

IN CONSIDERATION and upon receipt of the payment of Nine Thousand Two Hundred Six Dollars and Twenty-Eight Cents (\$9,206.28) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligee: Westar Energy

Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Pri, Foundation & Civil Work, WE

Cont#649360

Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4-16-08

Rick's Concrete Sawing, Inc.

	OPTIONAL SECTION
State of Kansas  Country of Shawnes	CAPACITY CLAIMED BY SIGNER
On 4/16/03 Diana of Albert	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
personally appeared <u>James Mana</u> NAME(S) OF SIGNER(S)	INDIVIDUAL
personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within	CORPORATE OFFICER(S)
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)	☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	TRUSTEE(S)  GUARDIAN/CONSERVATOR
Dianne J. Albert  MOTARY PUBLIC STATE OF KANSAS  M. APPTEXP 7-2-09  Signature of Notary	Closer OTHER:
OPTIONA	AL SECTION
THIS CERTIFICATE MUST BE ATTACHED TO	TITLE OR TYPE OF DOCUMENT
THE DOCUMENT DESCRIBED AT RIGHT:	NUMBER OF PAGES DATE OF DOCUMENT
Though the data requested here is not required by law, it could prevent introdulent spatischment of this form.	SIGNER(S) OTHER THAN NAMED ABOVE

Page 27 of 49

May. 2. 2008 4:03PM

No. 0436 P. 2

#### AFFIDAVIT, RELEASE AND ASSIGNMENT

IN CONSIDERATION and upon receipt of the payment of Three Hundred Fifty-Eight Thousand Eight Hundred Sixty-Nine Dollars and Sixty-Six Cents (\$358,869.66) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Prj., Foundation & Civil Work, WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: May 5, 2008

Trillium Construction Services "(TCS")

This document must be executed before a Notary Public and include the attached Notary

Acknowledgment,

May. 2. 2008 4:03PM

No. 0436 P. 3

	OPTIONAL SECTION -		
State of Michigan	CAPACITY CLAIMED BY SIGNER		
County of Haleneyes  On 5/5 before me, Carole Sweet Nota  NAME TITLE OF OFFICER. E.G. JAME DOES, NO.	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.		
personally appeared Shrita Loveth	INDIVIOUAL		
personally known to me -OR-  proved to me on the basis satisfactory evidence to b person(s) whose name(s) subscribed to the within	is/are		
instrument and ackinowle to me that ba/she/they ex the same in his/her/their authorized capacity(ies), that by his/her/their signs	and PARTNER(S) LIMITED		
on the institutent the per or the entity upon behalf			
which the person(s) acted executed the instrument.			
WITNESS my band and o	Secret O OTHER:		
CAROLE M. SWEET iry Public, Kalamazoo County, Mi Commission Expires 07/16/2013	TIONAL SECTION		
OF.	HOMAE GECTAVIT		
THIS CERTIFICATE MUST BE ATTACHED TO	TITLE OR TYPE OF DOCUMENT		
THE DOCUMENT DESCRIBED AT RIGHT:	NUMBER OF PAGES DATE OF DOCUMENT		
Though the data requested here is not required by law, is could prough freschulzer restanteness of this form.	Signer(s) other than named above		

IN CONSIDERATION and upon receipt of the payment of One Hundred Forty-Eight Thousand Seven Hundred Forty-Two Dollars and Ninety-Six Cents (\$148,742.96) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Case 3:08-cv-50008

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE

Cont#649360

Bond No :

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

Undersigned agrees that said discharge shall include recording a Satisfaction of Lien and/or Release of Lien and removal of the present Subcontractor's Lien (Kan. Stat. Ann. § 60-1103), as filed in the same Clerk's/Register's Office that the lien was filed. Undersigned agrees that this release is not effective until payment from the Surety has been received by Davis J.D. Steel, LLC. Undersigned further agrees that said payment is to be held in trust until Davis J.D. Steel, LLC. has filed an appropriate Satisfaction of Lien and/or Release of Lien with the Clerk's/Register's Office within seven (7) day upon receipt of the payment to discharge and remove the lien from the project known as: Jeffrey Energy Center, FGD Rebuild, Westar Contract #649360, Emmett Road, St. Mary's, KS 66536.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4-30-08

Davis J.D. Steel, LLC

7

By: Seet Baldringe Its: Regingal Manager

This document must be executed before a Notary Public and include the attacked Notary Acknowledgment.

Rev 07/16/07

Page 2 of 2

C-40

 $\mathbf{a}$ 

	OPTIONAL SECTION
State of Mississian	CAPACITY CLAIMED BY SIGNER
On TO before me, DALLE BULLET  NAME, TITLE OF OFFICER - E.G. IANIE DOE, NOTARY PU  personally appeared Suit Gold Added.	
personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/arc subscribed to the within instrument and acknowledged to me that he/she/they excouted the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official se	CORPORATE OFFICER(S)  THEES)  PARTNER(S)  GENERAL  ATTORNEY-IN-FACT  TRUSTEE(S)
OPTIONA	L SECTION
Manual of the second	TITLE OR TYPE OF DOCUMENT

WA COMMISSION EIGHES 1-14-3015
CYTUNAETT CORNIA
MOLYNA EIGHE CE MISSONIN
DEFONIC PRIMITE DE MISSONIN
ACCOMMISSION DE MISS



IN CONSIDERATION and upon receipt of the payment of Two Thousand Four Hundred Fifty-Three Dollars and Twenty-Nine Cents (\$2,453.29) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Case 3:08-cv-50008

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Pri, Foundation & Civil Work, WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4-14-08

St. Marys Lumber Co., Inc.

Its: President

		_	OPTIONAL SECTION	
State of Lance			CAPACITY CLAIMED BY SIG	NER
Country of Pottance to me		Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.		
personally appeared Andrew	PANES) of SIGNER(S)  proved to me on the basis of satisfactory evidence to be the		INDIVIDUAL CORPORATE OFFICER(S)	
subscribed to the within instrument and acknowled to me that he/she/they end the same in his/her/their sign on the instrument the person(s) activities the person(s) activities and the person(s) activities the person(s) activities and the person(s) activities the person(s) activities and the person(s) activities the person (s) activities th	person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)		PARTNER(S)   LIMITED   GENERAL	<del></del>
	on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		ATTORNEY-IN-FACT TRUSTEE(S)	
	WITNESS my hand and official seal.		GUARDIAN/CONSERVATOR	
	Year & Olivery		OTHER:	
	OPTIONAL SEC	TION	T	
THIS CERTIFICATE MUST BE ATTAC	CHED TO TITLE O	R TYPE	ог росимент	
THE DOCUMENT DESCRIBED AT RI	GHT: NUMBE	R OF PA	GESDATE OF DOCUMENT	
Though the data requested here is not required by law, it could prevent fraudulant restrachment of this form.	SIGNER	(S) OTHI	ER THAN NAMED ABOVE	

C.40

#### AFFIDAVIT, RELEASE AND ASSIGNMENT

IN CONSIDERATION and upon receipt of the payment of Two Thousand Nine Hundred Dollars and No Cents (\$2,900.00) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Pri, Foundation & Civil Work, WE

Cont#649360

Bond No .:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor. together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract. material supply contract or purchase order having been fully complied with by the undersigned.

Gibbs Machine Shop

	OPTIONAL SECTION
State of Illinein	CAPACITY CLAIMED BY SIGNER
State of <u>Allinsin</u> Country of <u>Awrell</u> On HA Spetore me, Frather Tehler bushwell	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
DATE NAME, TITLE OF OFFICER - B.G. JANE DOE, NOTARY, PUBLIC personally appeared Office Silver (S)	Musel T INDIVIDUAL
personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are	☐ CORPORATE OFFICER(S)
subscribed to the within subscribed to the within subscribed to the within subscribed to the within	TITLE(S)
**OFFICIAL SEAL!**  **MBERLY S. GEBHARDT**  **CHARLY S	□ PARTNER(S) □ LIMITED □ GENERAL
MY COMMISSION EXPIRES 02-18-2012 Shat by his/her/their signature(s)  in the instrument the person(s),  or the entity upon behalf of	☐ ATTORNEY-IN-FACT
which the person(s) acted, executed the instrument.	TRUSTEE(S)
WITNESS my hand and official seal.	GÜARDIAN/CONSERVATOR  OTHER:
Signature of Nigary	125
OPTIONAL S	SECTION
THIS CERTIFICATE MUST BE ATTACHED TO TITE	LE OR TYPE OF DOCUMENT
THE DOCUMENT DESCRIBED AT RIGHT: NUM	MBER OF PAGES DATE OF DOCUMENT
Though the data requested here is not required by law, SIGI k could prevent finishing testangent of this form.	NER(S) OTHER THAN NAMED ABOVE

IN CONSIDERATION and upon receipt of the payment of Sixteen Thousand Ninety-Six Dollars and Sixty-Four Cents (\$16,096.64) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Prj, Foundation & Civil Work, WE

Cont#649360

Bond No .:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4 25 08

Adelphia Metals, LLC

is: Actionist

ACCOUNT REPRESENTATIVE

, 1	OPTIONAL SECTION
State of 1/1/1015	CAPACITY CLAIMED BY SIGNER
County of DeKalb  On 4-35-08 before ma, CUSSUS WAK, NOTALLY DUBLIC NAME, TITLE OF OFFICER & G. LANGEDOR NOTARY PUBLIC.	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
personally appeared David F Education NAME (S) OF SIGNER(S)	☐ INDIVIDUAL
personally known to me -OR- proved to me on the basis of satisfactory evidence to be the	☐ CORPORATE OFFICER(S)
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged	TILE(S)
to me that he/she/they executed "OFFICIAL SEAL"   the same in his/her/their	PARTNER(S) LIMITED
Notary Public, State of Illinois  Dekalb County  (that by his/her/their signature(s) on the instrument the person(s),	☐ GENERAL ☐ ATTORNEY-IN-FACT
My Commission Expires 08-22-2010 or the entity upon behalf of which the person(s) acted, executed the instrument.	☐ TRUSTEE(S)
WITNESS my hand and official seal.	GUARDIAN/CONSERVATOR  OTHER:
Cassed Magas	
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OPTIONAL SEC	TION
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May. 30. 2008 9:20AM FASTENAL-SJMO

Na. 0705 P. 2

# AFFIDAVIT, RELEASE AND ASSIGNMENT

IN CONSIDERATION and upon receipt of the payment of Three Thousand Twenty-Four Dollars and Eighty-Six Cents (\$3,024.86) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Ieffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Pri, Foundation & Civil Work, WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: July 1, 2008

Fastenal Industrial & Construction Supplies (2)

This document must be executed before a Notary Public and include the attached Notary

Acknowledgment.

	OPTIONAL SECTION		
State of	CAPACITY CLAIMED BY SIGNER		
On 1/168 before me. LECENTE GRACKERS INT - CEGAL ASST.  DATE  NAME, TITLE OF OFFICER - E.G. JANE DOR, NOTARY PUBLIC	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.		
personally appeared I LAN JAY MILLER NAME(S) OF SIGNER(S)	☐ INDIVIDUAL		
personally known to me -OR- proved to me on the hasis of satisfactory evidence to be the	CORPORATE OFFICER(S)		
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the critity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official seal.  WITNESS my hand and official seal.	PARTNER(S)   LIMITED   GENERAL   ATTORNEY-IN-FACT   TRUSTEE(S)   GUARDIAN/CONSERVATOR   OTHER:		
OPTIONAL SECTION			
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THE DOCUMENT DESCRIBED AT RIGHT: NUMBER	DF PAGES DATE OF DOCUMENT		

SIGNER(S) OTHER THAN NAMED ABOVE\_\_\_

Though the data requested here is not required by law, a could prevent fraudulent reattachment of this form

# AFFIDAVIT, RELEASE AND ASSIGNMENT

IN CONSIDERATION and upon receipt of the payment of Fifty-Four Thousand Nine Hundred Forty Dollars and Seventy-Five Cents (\$54,940.75) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Prj, Foundation & Civil Work, WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract. material supply contract or purchase order having been fully complied with by the undersigned.

M-rillet Inc. dba

Midwest Foundations Co.

	OPTIONAL SECTION
State of KMSAS	CAPACITY CLAIMED BY SIGNER
County of SMUNEC  on 123/2008 Kitt Heinelen, Notury Public DATE  DATE NAME TITLE OF OFFICER-EG JANE DOE, NOTARY PUBLIC PERSONALLY APPENDIX H. Merillat	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
NAME(S) OF SIGNER(S)  personally known to me - OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within	CORPORATE OFFICER(S)
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)	☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
on the instrument the person(s), or the entity upon behalf of which the person(s) acted.	TRUSTEE(S)
ROTARY FUBLIC - State of Kapsas  KITT A. HEINEKEN My Appt. Exp. 4114 118  Signature of Nature	GUARDIAN/CONSERVATOR  OTHER:
OPTIONAL SE	cction
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# AFFIDAVIT, RELEASE AND ASSIGNMENT

IN CONSIDERATION and upon receipt of the payment of One Thousand Three Hundred Eighty-Nine Dollars and Thirty-Four Cents (\$1,389.34) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Case 3:08-cv-50008

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Prj. Foundation & Civil Work. WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract. material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4/22/08

Mid-Continent Safety, LLC

This document must be executed before a Notary Public and include the attached Notary

Acknowledgment.

/	OPTIONAL SECTION
State of ANSA	CAPACITY CLAIMED BY SIGNER
County of SIDQUICE  On By Before and Shape State of Parties of Market Title of Officer & G. LANE DOE, NOTARY	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.
personally appeared OBSET DO AL NAME(S) OF SIGNER(S)	POBLIC J. INDIVIDUAL
personally known to me -OR- proved to me on the basis of satisfactory evidence to be the	CORPORATE OFFICER(S)
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged	TITLE(S)
to me that he/she/they execute the same in his/her/their	
authorized capacity(ies), and that by his/ber/their signature(:	· '
on the instrument the person(s) for the entity upon behalf of which the person(s) acted,	
DONNA J. HYPSE executed the instrument.	☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR
State of Kansas 15/09 Trivess my hand and officially Appointment Expires	other: LLC OFFICIA
ADDON'S Signature of Notary /	gre =
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	1 0
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THE DOCUMENT DESCRIBED AT RIGHT:	NUMBER OF PAGES 2 DATE OF DOCUMENT 4/22/68
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ST PAUL TRAVELERS

# AFFIDAVIT, RELEASE AND ASSIGNMENT

MAY 2 9 2008

IN CONSIDERATION and upon receipt of the payment of Three Hundred Seventy Dollars and Seventy-Nine Cents (\$370.79) by Travelers Cas. & Surety Co. of America (the "Surety"); the AIM undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Rockford Industrial Welding Supply

	OPTIONAL SECTION
County of LITALEDE OF STRUCK OF STRU	CAPACITY CLAIMED BY SIGNER  Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.    INDIVIDUAL   CORPORATE OFFICER(S)   LIMITED   GENERAL     PARTNER(S)   LIMITED   GENERAL     ATTORNEY-IN-FACT   TRUSTEE(S)   GUARDIAN/CONSERVATOR     OTHER:
OPTIONAL SECT	TION
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Though the data requested here is not required by law, SIGNER(S) if could prevent the intellement of this form.	OTHER THAN NAMED ABOVE

#### AFFIDAVIT, RELEASE AND ASSIGNMENT

IN CONSIDERATION and upon receipt of the payment of Ten Thousand Sixty-Two Dollars and Sixty-Five Cents (\$10,062.65) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Westar Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Pri, Foundation & Civil Work, WE

Cont#549360

Bond No .:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: July 1, 2008

Fastenal Industrial & Construction Supplies

By: Ja Milas Its: General Coursel

May. 30. 2008 9:21AM FASTENAL-SUMO

No. 0705 P. 3

	OFTONAL SECTION
Country of WINANA  Country of WINANA  CARL  ON WILL ASST.  Personally eppeared LANN MANE(S) OF SIGNER(S)  Desconally known to me -OR-  personally known to me -OR-	CAPACITY CLAIMED BY SIGNER  Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.  INDIVIDUAL  CORPORATE OFFICER(S)
Valerie L. Grulkowski  Notary Public  State of Minnesota  My Commission Expires January 31, 2011  Notary Public  State of Minnesota  My Commission Expires January 31, 2011  Segular of Netary  WITNESS my hand and official seal.  WITNESS my hand and official seal.	PARINER(S)   LIMITED   GENERAL   ATTORNEY-EN-PACT   TRUSTEE(S)   GUARDIAN/CONSERVATOR   OTHER:
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Jun. 20. 2008, 2007. 22AM HINT VALLEY BOND CLAIM

Case 3:08-cy-50008

#### AFFIDAVIT, RELEASE AND ASSIGNMENT

IN CONSIDERATION and upon receipt of the payment of Thirty-Five Thousand Eight Hundred Eighty-Five Thousand Dollars and Seventy-Three Cents (\$35,885.73) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor:

Young Construction & Paving LLC

Name of Obligee:

Wester Energy

Description of Contract:

Jeffrey Energy Center, Flue Gas Desulfurization (FGD)

Rebuild Prj., Foundation & Civil Work, WE

Cont#649360

Bond No.:

051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: JUNE 20, 2008

Filed 07/25/2008 Page 49 of 49 No. 0526 P. 4 Jun. 20. 2003 10:22AM

	OPTIONAL SECTION	
State of KANSAS	CAPACITY CLAIMED BY SIGNER	
Country of SHAUNEE  On Sit Genore me. Genotee II. Set Report  Personally appeared Country  Personally known to me -OR-  Personally known to me -OR-  Personally known to me -OR-  Person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in higher/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) actual, executed the instrument.  WITNESS my band and official scal.  Signature of Notary	Though staints does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.    INDIVIDUAL   CORPORATE OFFICER(S)   UTLES!   PARTNER(S)   LIMITED   GENERAL     ATTORNEY-IN-PACT   TRUSTEE(S)   GUARDIAN/CONSERVATOR   OTHER:	
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